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13 U.S.A., INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 EUGENE BROWN,
13 Plaintiff,

14 v.

15 HOME DEPOT U.S.A., INC.; and
16 DOES 1 to 25, inclusive,
17 Defendants.

Case No. 2:25-cv-00739-MWF-BFM

[DISCOVERY MATTER]

**STIPULATED PROTECTIVE
ORDER**

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I. PURPOSE AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in

1 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
2 file confidential information under seal; Civil Local Rule 79-5 sets forth the
3 procedures that must be followed and the standards that will be applied when a party
4 seeks permission from the court to file material under seal.

5 **II. GOOD CAUSE STATEMENT**

6 This action is likely to involve sensitive and confidential inter-agency
7 documents related to the incident that should be protected from public
8 dissemination. The pending discovery requests, as well as any future requests,
9 would require production of information Home Depot considers confidential,
10 proprietary, and private, business interests. Home Depot is the leading home
11 improvement retailer and maintains its competitive advantage, in part, by being at
12 the forefront of innovative business ideas, practices, and operations. Home Depot
13 has been able to attain and maintain its position in the industry by taking advantage
14 of the collective experience and knowledge of its associates and by investing
15 resources to develop sound operating practices and a unique manner of doing
16 business, all of which are embodied, in part, in the Company's policies. This
17 advantage would be greatly diminished if Home Depot's policies were publicly
18 disclosed making them available to the competitors.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately
21 protect information the parties are entitled to keep confidential, to ensure that the
22 parties are permitted reasonable necessary uses of such material in preparation for
23 and in the conduct of trial, to address their handling at the end of the litigation, and
24 serve the ends of justice, a protective order for such information is justified in this
25 matter. It is the intent of the parties that information will not be designated as
26 confidential for tactical reasons and that nothing be so designated without a good
27 faith belief that it has been maintained in a confidential, non-public manner, and
28 there is good cause why it should not be part of the public record of this case.

1 **III. DEFINITIONS**

2 3.1 *Action*: This pending federal lawsuit in EUGENE BROWN V. HOME
3 DEPOT U.S.A., INC., CASE No.2:25-cv-00739-MWF-BFM.

4 3.2 *Challenging Party*: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 3.3 *“CONFIDENTIAL” Information or Items*: information (regardless of how
7 it is generated, stored, or maintained) or tangible things that qualify for protection
8 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
9 Cause Statement.

10 3.4 *Counsel*: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 3.5 *Designating Party*: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 3.6 *Disclosure or Discovery Material*: all items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 3.7 *Expert*: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 3.8 *House Counsel*: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 3.9 *Non-Party*: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 3.10 *Outside Counsel of Record*: attorneys who are not employees of a party
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm that
2 has appeared on behalf of that party, and includes support staff.

3 3.11 *Party*: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staff).

6 3.12 *Producing Party*: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 3.13 *Professional Vendors*: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 3.14 *Protected Material*: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 3.15 *Receiving Party*: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **IV. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or extracted
19 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
20 Protected Material; and (3) any testimony, conversations, or presentations by Parties
21 or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 **V. DURATION**

25 Even after the final disposition of this litigation, the confidentiality
26 obligations imposed by this Order shall remain in effect until a Designating Party
27 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
28 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, re-hearings, remands trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **VI. DESIGNATING PROTECTED MATERIAL**

6 *6.1 Exercise of Restraint and Care in Designating Material for Protection.*

7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material, documents,
12 items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the designated
18 party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 *6.2 Manner and Timing of Designations.* Except as otherwise provided in this
23 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery of Material that qualifies for
25 protection under this Order must be clearly so designated before the material is
26 disclosed or produced. Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents,
28 but excluding transcripts of depositions or other pretrial or trial proceedings), that

1 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
2 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
3 portion or portions of the material on a page qualify for protection, the Producing
4 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and
9 before the designation, all of the material made available for inspection shall be
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
11 documents it wants copied and produced, the Producing Party must determine which
12 documents, or portions thereof, qualify for protection under this Order. Then, before
13 producing the specified documents, the Producing Party must affix the
14 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
15 portion or portions of the material on a page qualify for protection, the Producing
16 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identifies the
19 Disclosure or Discovery Material on the record, before the close of the deposition all
20 protected testimony.

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 “CONFIDENTIAL.” If only a portion or portions of the information warrants
25 protection, the Producing Party, to the extent practicable, shall identify the protected
26 portion(s).

27 6.3 *Inadvertent Failures to Designate.* If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to secure protection under this Order for such material.
2 Upon timely correction of a designation, the Receiving Party must make reasonable
3 efforts to assure that the material is treated in accordance with the provisions of this
4 Order.

5 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 *7.1 Timing of Challenges.* Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 *7.2 Meet and Confer.* The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq.

11 *7.3* The burden of persuasion in any such challenge proceeding shall be on the
12 Designating Party. Frivolous challenges, and those made for an improper purpose
13 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
14 expose the Challenging Party to sanctions. Unless the Designating Party has waived
15 or withdrawn the confidentiality designation, all parties shall continue to afford the
16 material in question the level of protection to which it is entitled under the
17 Producing Party's designation until the Court rules on the challenge.

18 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 *8.1 Basic Principles.* A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a
24 Receiving Party must comply with the provisions of section 13 below (FINAL
25 DISPOSITION). Protected Material must be stored and maintained by a Receiving
26 Party at a location and in a secure manner that ensures that access is limited to the
27 persons authorized under this Order.

28 *8.2 Disclosure of "CONFIDENTIAL" Information or Items.* Unless otherwise

1 ordered by the court or permitted in writing by the Designating Party, a Receiving
2 Party may disclose any information or item designated “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
21 not be permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25 be separately bound by the court reporter and may not be disclosed to anyone except
26 as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 be issued in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall include
11 a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this Action
21 to disobey a lawful directive from another court.

22 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the
27 remedies and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection,
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
9 may be established in an e-discovery order that provides for production without
10 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
11 as the parties reach an agreement on the effect of disclosure of a communication or
12 information covered by the attorney-client privilege or work product protection, the
13 parties may incorporate their agreement in the stipulated protective order submitted
14 to the court.

15 **XIII. MISCELLANEOUS**

16 13.1 *Right to Further Relief*. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 13.2 *Right to Assert Other Objections*. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Protective Order.

23 13.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
25 only be filed under seal pursuant to a court order authorizing the sealing of the
26 specific Protected Material at issue. If a Party's request to file Protected Material
27 under seal is denied by the court, then the Receiving Party may file the information
28 in the public record unless otherwise instructed by the court.

XIV. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

DATED: June 17, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: 

Karen Liao, Esq.
Petya I. Hrabar, Esq.
Attorneys for Defendant, HOME DEPOT
U.S.A., INC.

DATED: June 17, 2025

BAER TREGER LLP

By: 

Tracy Baer, Esq.
Wesley J. Krieger, Esq.
Attorneys for Plaintiff, Eugene Brown

ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

DATED: JUNE 18, 2025

By: 

Honorable Brianna Fuller Mircheff
United States Magistrate Judge

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that the content of this document is acceptable to all persons required to sign the document and have obtained authorization for the electronic signature of all parties on the document.

DATED: ~~March~~^{June 17}, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: _____



Karen Liao, Esq.
Petya I. Hrabar, Esq.
Attorneys for Defendant, HOME DEPOT
U.S.A., INC.

MK MANNING | KASS

EXHIBIT "A"

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

EUGENE BROWN,
Plaintiff,

v.

HOME DEPOT U.S.A., INC.; and
DOES 1 to 25, inclusive,
Defendants.

Case No. 2:25-cv-00739-MWF-BFM
The Hon. Michael W. Fitzgerald

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Eugene Brown v. Home Depot U.S.A, Inc.; Case No. 2:25-
cv-00739-MWF-BFM. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after the
termination of this action.

I hereby appoint _____ [print or type full name] of

MK MANNING | KASS

1 _____ [print or type full address and
2 telephone number] as my California agent for service of process in connection with
3 this auction or any proceedings related to enforcement of this Stipulated Protective
4 Order.

5 Date: _____

6 City and State where sworn and signed: _____

7
8 Printed Name: _____

9 Signature: _____

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